statute is obnoxious to the Fourteenth Amendment. *Coppage* v. *Kansas*, 236 U. S. 1.

For a discussion of this case, in connection with the general problem of liberty of contract under the Constitution, see NOTES, p. 496.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTE REQUIRING CORPORATIONS TO GIVE TRUE REASON FOR DISCHARGING EMPLOYEES. — A statute required every corporation to give a discharged employee a true statement of the reason for dismissal, within ten days after application therefor. *Held*, that the statute is obnoxious to the Fourteenth Amendment. *St. Louis S. W. Ry. Co.* v. *Griffin*, 171 S. W. 703 (Tex.).

For a discussion of the right to restrict liberty of contract, see NOTES, p. 496.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTE REQUIRING EMPLOYERS TO GIVE EMPLOYEES ONE DAY OF REST IN SEVEN. — A statute required manufacturing and mercantile establishments to give their employees twenty-four consecutive hours of rest in every seven days. NEW YORK LABOR LAW, Art. 6, § 8 *a*; CONSOLIDATED LAWS, c. 31 (LAWS OF 1909, c. 36), as amended LAWS OF 1913, c. 740; PENAL LAW, § 1275. *Held*, that the statute is not a deprivation of liberty without due process of law. *People* v. *C. Klinck Packing Co.*, 52 N. Y. L. J. 1925 (Ct. App.).

For a discussion of this case, in connection with the general problem of liberty of contract under the Constitution, see NOTES, p. 496.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTES RESTRICTING EMPLOYMENT OF ALIENS. — A statute required municipal corporations to employ on public works only United States citizens. NEW YORK LABOR LAW, Art. 2, § 14; LAWS OF 1909, c. 36. *Held*, that the statute deprives aliens of their rights under the Fourteenth Amendment. *People* v. *Crane*, 52 N. Y. L. J. 1408 (N. Y. App. Div.).

An Arizona statute forbade any employer to hire more than a certain percentage of aliens. *Held*, that the statute is unconstitutional. *Raich* v. *Attorney-General* (not yet reported. Decided by the U. S. Dist. Ct., Dist. of Arizona, early in January, 1915).

For a discussion of these cases, in connection with the general problem of liberty of contract under the Constitution, see NOTES, p. 496.

CORPORATIONS — CHARTERS — REFORMATION OF CHARTER FOR MISTAKE OF INCORPORATORS. — Articles of incorporation, filed in compliance with a general law, by mistake of the incorporators failed to include a qualification on the clause restricting the right to dispose of stock. *Held*, that equity has no jurisdiction to reform the articles. *Casper* v. *Kalt-Zimmers Mfg. Co.*, 149 N. W. 754 (Wis.).

At common law the creation of corporations is the prerogative of the sovereign, exercised, under the constitutional theory of division of powers, by the legislature. See *Spotswood* v. *Morris*, 12 Ida., 360, 383, 85 Pac. 1094, 1101; *People* v. *Coleman*, 59 Hun (N. Y.) 624, 13 N. Y. Supp. 833. See *McKim* v. *Odom*, 3 Bland Ch. (Md.) 407, 417. The special grant of a corporate charter is therefore regarded as a legislative act. *Lee* v. *Bude & T. J. Ry. Co.*, L. R. 6 C. P. 576. The same theory has prevailed where the incorporation is under a general law. See *Lord* v. *Equitable Life Assur. Society*, 194 N. Y. 212, 238, 87 N. E. 443, 452. In substance, however, incorporation under a general law is consensual in nature. By passing such a law the sovereign seems to have entrusted his prerogative, to that extent, to the people, leaving them free to incorporate at their own volition. The act of filing the articles of incorporation in substance places on record the contract between the incorporators, and in